

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS**  
**BOARD ACTION SUMMARY**

DEPT: General Services Agency

BOARD AGENDA:6.B.13  
AGENDA DATE: July 31, 2018

**SUBJECT:**

Approval of the Master Agreement for Independent Contractor Services with Bay City Electric Works for Countywide Generator Maintenance and Repair Services

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2018-0393**

On motion of Supervisor Monteith, Seconded by Supervisor Olsen  
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended


2)  Denied

3)  Approved as amended

4)  Other:

**MOTION:**

ATTEST:

  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: General Services Agency

BOARD AGENDA:6.B.13  
AGENDA DATE: July 31, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval of the Master Agreement for Independent Contractor Services with Bay City Electric Works for Countywide Generator Maintenance and Repair Services

**STAFF RECOMMENDATION:**

1. Approval of the Master Agreement for Independent Contractor Services with Bay City Electric Works for countywide generator maintenance and as-needed repair services in the amount of \$311,848 for the term beginning July 31, 2018 and ending July 31, 2023.
2. Authorize the Purchasing Agent to sign the Master Agreement identified above, and any subsequent amendments to the Agreement on behalf of the County.

**DISCUSSION:**

The County currently owns 20 emergency electrical back-up generators of various capacities, located at multiple department sites within the County. As a vital part of the Continuity of Operations Plan, generators are strategically placed to reduce loss of information and efficiency in County buildings. These generators must be serviced at least once a year to keep them in proper working order. During planned maintenance, technicians test and certify all critical components work as required, perform routine oil and filter changes, and make minor repairs, if needed. Such preventative maintenance is an integral part of the overall generator program for the County, as it ensures reliability in emergency situations.

Historically, agreements for scheduled generator maintenance and as-needed repairs have been bid out on an annual basis; however, the General Services Agency (GSA) has determined that these services would be better addressed by a multi-year Master Agreement to take advantage of better pricing and to ensure continuity of service. GSA-Purchasing competitively procures and maintains such countywide Master Agreements for a variety of goods and services. By combining the needs of multiple County departments, GSA is able to procure these items at lower rates than would otherwise be possible.

GSA posted Invitation for Bids (Bid) No. 18-06-BD for Generator Maintenance and Repair on March 2, 2018, which set forth the scope of work. The Bid notice was sent to 61 companies, and 25 firms downloaded the Bid documents. Two contractors attended the non-mandatory pre-bid meeting held on-site March 20, 2018.

When bidding closed on April 17, 2018, GSA had received responses from two contractors:

Company Name	Total Bid
Bay City Electric Works, Industry, CA	\$261,848.90
CD & Power, Martinez, CA	\$354,571.00

Bay City Electric Works was the lowest-priced responsive and responsible bidder. On April 30, 2018, GSA issued a Notice of Intent to Award to Bay City Electric Works, posted the notice online at PublicPurchase.com, and issued a Notice of Non-Award directly to the other bidder. No letters of protest were received during the five-day protest period of the bid process.

If approved, the five-year agreement will be effective July 31, 2018 through July 31, 2023, with a not-to-exceed limit of \$311,848 during the total five-year term. This amount includes a \$50,000 (19%) contingency amount to cover unforeseen, as-needed, minor repairs over the five-year contract term. Any major repairs or modernization projects would be bid out separately from the maintenance Master Agreement.

Administration of such Master Agreements has historically involved execution of a second layer of formal written agreements for County departments order services. However, department needs may be more efficiently met by using the County's existing electronic requisitioning and purchase order (PO) system to reduce processing time, consumption of supplies, and postage expenses. County departments will order services under the Bay City Electric Works Master Agreement under this simplified ordering and administration process through the County's existing PO system.

**POLICY ISSUE:**

The County's purchasing policy requires Board of Supervisors approval for contracts exceeding \$100,000. This requirement is based upon California Government Codes § 25212, et seq, and § 25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent.

**FISCAL IMPACT:**

Based on Bay City Electric Works' submitted price schedule, and a \$50,000 contingency amount for as-needed repairs, GSA anticipates approximately \$311,848 would be spent during the total five-year term of the Master Agreement from July 31, 2018 through July 31, 2023.

Funding to support the first two years of the proposed Master Agreement is included in the Fiscal Years 2018-2019/2019-2020 Adopted Proposed Budget for each Department requiring generator maintenance services. Funding for subsequent fiscal years will be included in future budget submissions.

**BOARD OF SUPERVISORS' PRIORITY:**

Approval of the recommended action supports the Board's priorities of *Delivering Efficient Public Services* by providing time and cost-efficient contracted services to County departments.

**STAFFING IMPACT:**

Existing GSA staff will manage the Master Agreement.

**CONTACT PERSON:**

Keith D. Boggs, GSA Director/Purchasing Agent	Telephone: (209) 525-7640
Brad Diemer, Purchasing Manager	Telephone: (209) 525-6319

**ATTACHMENT(S):**

1. Master Agreement with Bay City Electric Works

**MASTER AGREEMENT  
FOR  
INDEPENDENT CONTRACTOR SERVICES**

This Master Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Bay City Electric Works, a California corporation ("Contractor") on July 31, 2018.

**Recitals**

WHEREAS, the County has a need for contractor services involving numerous and different tasks and projects; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

WHEREAS, the County and the Contractor wish to execute one agreement that shall govern all of the work or services provided by the Contractor during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**Terms and Conditions**

1. **Scope of Work**

1.1 The Contractor shall furnish to the County upon County's request, those services and work set forth in the "Scope of Work" attached hereto as Exhibit A, and as appropriate, additional separate projects or tasks being provided by the Contractor, which Scope of Work are, by this reference, are made a part hereof.

1.2 Each additional project or task added to this Agreement but not already identified in Exhibit A, shall be separately approved by the parties. Each project where the cost of work or services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

1.3 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.4 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in the scope of work for each separately approved project. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

## 2. Consideration

2.1 County shall pay Contractor as set forth in the Scope of Work from County's **Invitation to Bid No. 18-06-BD** ("BID") and Contractor's pricing proposal submitted in response thereto, collectively attached hereto as Exhibit A. The parties hereto acknowledge the maximum amount to be paid by the County for services provided **shall not exceed \$311,848** over the entire term of this Agreement, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement. The not-to-exceed amount includes \$50,000 for as-needed emergency services over the term of the Agreement. The County shall retain ten (10) percent of all periodic or progress payments made to the Contractor until completion and acceptance of all work tasks.

Time and Materials: Where applicable, Contractor will be compensated on a time and materials basis, based on the hours worked by the Contractor's employees or subcontractors at the hourly rates specified Scope of Work from County's Invitation to Bid and Contractor's pricing proposal submitted in response thereto, attached hereto collectively as Exhibit A. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in the Scope of Work. In addition to the aforementioned fees, Contractor will be reimbursed for the following items, plus any expenses agreed by the parties as set forth in the Contractor's proposal attached hereto, that are reasonable, necessary and actually incurred by the Contractor in connection with the services: (a) any filing fees, permit fees, or other fees paid or advanced by the Contractor; and (b) expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

Lump-Sum Payments: Where applicable, Contractor will be compensated on a lump sum basis for each task as set forth in Scope of Work from County's Invitation to Bid and Contractor's pricing proposal submitted in response thereto, attached hereto collectively as Exhibit A., by this reference, made a part hereof. In addition to the aforementioned fees, Contractor will be reimbursed for the following items, plus any expenses agreed by the parties as set forth in the Contractor's Proposal attached hereto, that are reasonable, necessary and actually incurred by the Contractor in connection with the services: (a) any filing fees, permit fees, or other fees paid or advanced by the Contractor; and (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

2.2 Except as expressly provided in this Agreement or in a separately approved scope of work, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

### 3. Term

3.1 The term of this Agreement shall be from August 1, 2018 to July 31, 2023, unless terminated earlier as provided below. The term may be extended a maximum of three times, each extension for a period of no more than thirty days. Any such extension must be made prior to the termination date, in writing, and upon agreement of both parties.

3.2 The term for each separately-approved project or scope of work shall begin on the date of approval until completion of the agreed upon services, or as otherwise specified in the approved scope of work.

3.3 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.5 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

### 4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

### 5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement or in a separately-approved project or scope of work, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. The Contractor--not the County--has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

### 6. Insurance

6.1 Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

### 7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and

defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

## 8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide service to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.



8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of separately-approved project or scope of work. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

## 10. Non-Discrimination

10.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 110 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

10.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

10.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

## 11. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

12. Prevailing Wage

Pursuant to Labor Code section 1771, the work under this Agreement is subject to the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Contractor shall pay all workers the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, which are set forth by the Director of the Department of Industrial Relations, are now on file with the Department of Public Works and are a part of this Agreement. The Contractor shall post a copy of these prevailing wage rates on the job site.

13. Registration with the Department of Industrial Relations

No Contractor or subcontractor may be listed on a bid proposal for a public work project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR HEREBY ATTESTS THAT CONTRACTOR AND ALL SUBCONTRACTORS ARE REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS ("DIR"). Senate Bill 854 requires that all contractors performing work on any public works project valued at more than \$1,000.00 must be registered with the DIR, and that all said contractors submit certified payroll reports directly to the DIR, unless excused. Failure to comply with this sections constitutes a material breach of this contract.

14. Payroll Records

Pursuant to and in accordance with the provisions Labor Code section 1776, the Contractor shall keep accurate payroll records of employees performing work under this Agreement and shall make available for inspection certified copies such payroll records.

15. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

16. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be made in email, or personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:	To Contractor:
Stanislaus County Purchasing Agent	Jeff Williams, Service Sales Manager
1010 10 <sup>th</sup> Street, Suite 5400	322 Lindbergh Ave.
Modesto, CA 95353	Livermore, CA 94551
GSA_Purchasing@StanCounty.com	JWilliams@BCEW.com

17. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

18. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

19. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

20. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

21. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

22. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

23. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

SIGNATURES SET FORTH ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement in duplicate on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**

**BAY CITY ELECTRIC WORKS**

By: \_\_\_\_\_  
Keith D. Boggs, Assistant Executive Officer,  
GSA Director/Purchasing Agent

"County"

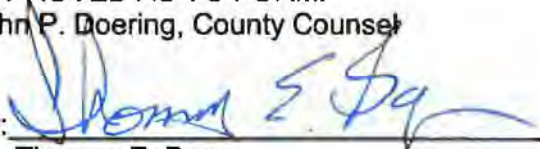
By: \_\_\_\_\_  
Jeff Williams  
Service Sales Manager

"Contractor"

APPROVED AS TO CONTENT:  
Department of General Services, Facilities  
Maintenance Division

By:  \_\_\_\_\_  
Matt Innes  
GSA Facilities Maintenance Manager

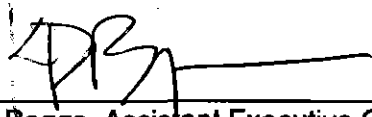
APPROVED AS TO FORM:  
John P. Doering, County Counsel

By:  \_\_\_\_\_  
Thomas E. Boze  
Assistant County Counsel

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement in duplicate on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**

**BAY CITY ELECTRIC WORKS**

By:   
Keith D. Boggs, Assistant Executive Officer,  
GSA Director/Purchasing Agent

By:   
Jeff Williams  
Service Sales Manager

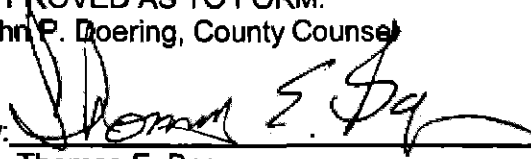
"County"

"Contractor"

APPROVED AS TO CONTENT:  
Department of General Services, Facilities  
Maintenance Division

By: \_\_\_\_\_  
Matt Innes  
GSA Facilities Maintenance Manager

APPROVED AS TO FORM:  
John P. Doering, County Counsel

By:   
Thomas E. Boze  
Assistant County Counsel

**EXHIBIT A**  
**TO**  
**MASTER AGREEMENT**  
**FOR**  
**GENERATOR MAINTENANCE AND REPAIR**

The following language and documents are included as Exhibit A to this Agreement:

- **SCOPE OF WORK** from BID NO. 18-06-BD, including any Addenda thereto; and
- **CONTRACTOR'S BID PRICING PROPOSAL**, submitted in response to BID No. 18-06-BD.

# GENERATOR MAINTENANCE AND REPAIR

## Exhibit A: SCOPE OF WORK

### INTRODUCTION

Contractor shall provide Annual and Semi-Annual preventative maintenance services to all Stanislaus County facilities emergency generators (refer to attached list of locations), and as-needed emergency repairs at the hourly rates identified in BID No. 18-06-BD and Contractor's response thereto. Such emergency services shall not exceed \$50,000 over the life of this agreement. Contracted services shall include the following:

### SEMI- ANNUAL PM SERVICES:

1.0 – GENERAL - Visually inspect overall site conditions, inspect for foreign objects, loose or broken fittings, guards, and components.

### 2.0 - AIR INDUCTION AND EXHAUST SYSTEM

- 2.1 Inspect air filters, replace if required.
- 2.2 Inspect and make notation of air filter service indicator reading.
- 2.3 Inspect air inlet system piping and air filter housing for damage or loose connections, and evidence of leaks.
- 2.4 Clean air filter housing when air filter is cleaned or replaced.
- 2.5 Check condition of gaskets and seals. Replace if necessary.
- 2.6 Inspect turbocharger for oil and exhaust leaks and/or abnormal noise.
- 2.7 Inspect for damaged, missing or loose hardware, and evidence of exhaust leakage.
- 2.8 Inspect for wet stacking.
- 2.9 Inspect exhaust system silencer and piping for damage, corrosion, or leakage.
- 2.10 Check rain cap operation.
- 2.11 Check supports for vibration damage and loose connections

### 3.0 - COOLING SYSTEM

- 3.1 Visually inspect radiator/heat exchanger for leaks, damages, and debris. Inspect louvers for correct operation.
- 3.2 Visually inspect coolant for correct level and signs of contamination.
- 3.3 Check coolant conditioner concentration and temperature protection.
- 3.4 Check filler cap gasket and sealing surfaces.
- 3.5 Visually inspect all hoses and connections for deterioration/leaking.
- 3.6 Check fan drive pulley and fan for loose or worn pulleys, check fan operation.
- 3.7 Inspect fan belts for wear and/or deterioration, check for slipping while testing the engine.
- 3.8 Inspect jacket water heater for proper operation.
- 3.9 Check thermostat setting for proper coolant temperature and record temperature.
- 3.10 Visually inspect water pump for leaks.

### 4.0 - FUEL SYSTEM

- 4.1 Inspect fuel lines and connections for leaks and condition of hoses where applicable.
- 4.2 Inspect governor controls and linkage for proper operation.

- 4.3 Inspect fuel filters (primary & secondary) for leaks and external damage.
- 4.4 Visually inspect the day tank system for leaks.
- 4.5 Test day tank pump for proper operation.
- 4.6 Check and log fuel level.
- 4.7 Visually inspect main fuel tank system for leaks, if possible. Check and log fuel level.
- 4.8 Water Trap (Separator) - Note if water was found in the water separator. Drain water.
- 4.9 Inspect engine mounted fuel system priming pump for leaks.
- 4.10 Inspect fuel transfer pump leaks (if pump is external).
- 4.11 Check and make notation of fuel pressure while testing engine. (if there is a gauge).

## 5.0 - LUBE OIL SYSTEM

- 5.1 Inspect for correct oil level, and for signs of contamination.
- 5.2 Visual inspection of unit for oil leaks.
- 5.3 Note engine oil pressure at rated speed.
- 5.4 Visually inspect crankcase breather for damages and any excessive blow-by while running the engine.
- 5.5 Obtain an oil sample for laboratory analysis. To be followed up with analytical laboratory report.

## 6.0 - ENGINE STARTING SYSTEM

- 6.1 Inspect batteries for damage or leakage. All battery connections will be cleaned and tightened as necessary.
- 6.2 Measure battery electrolyte level and record specific gravity, add distilled water where applicable.
- 6.3 Record DC voltage during cranking of engine.
- 6.4 Perform and record carbon pile load test.
- 6.5 Inspect battery charger for proper operation, loose terminals, and deteriorated wiring.
- 6.6 Check and record float and boost voltages if charger is located in the general vicinity of batteries.
- 6.7 Inspect starter motor electrical connections and wiring.
- 6.8 Operational check for abnormal engagement and cranking noises.
- 6.9 Inspect alternator for proper operation, loose connections, and mounting hardware.
- 6.10 Check belts, pulley, voltage output and amp output.

## 7.0 - MONITORING AND SAFETY CONTROLS

- 7.1 Inspect safety controls for proper operation, loose connections, and wiring deterioration.
- 7.2 Check all engine safety controls where possible.
- 7.3 Inspect and test remote annunciation where applicable.

## 8.0 - GENERATOR MECHANICAL

- 8.1 Inspect Space Heaters for proper operation.
- 8.2 Inspect generator windings for foreign material, dirt, and other build up that may occur.
- 8.3 Check vibration isolators for proper adjustment and hardware condition.

## 9.0 - GENERATOR CONTROL PANEL

- 9.1 Check for proper operation of Start Controls (Manual and Automatic)- Check automatic start and return to "auto" after testing.
- 9.2 Check Voltmeter for correct readings. Check voltage level.
- 9.3 Check Ammeter for correct readings while system is under load.



9.4 Check Frequency Meter for correct readings under load, and with no load, conditions.

**ANNUAL RESISTIVE LOAD BANK SERVICES:**

10.0 - GENERATOR AC POWER DISTRIBUTION

- 10.1 P.M. service includes one (1) Automatic Transfer Switch (ATS) per generator.
- 10.2 Automatic Transfer Switch Test – Upon prior approval from the customer perform a building load test and observe operation of ATS throughout entire test until engine shuts down after cool down.
- 10.3 Automatic Transfer Switch Inspect – Perform visual inspection of ATS and check for hot spots with infra-red thermometer. Maintain Transfer Switch in accordance to manufacturer's specifications/recommendation.
- 10.4 Load bank generator according to manufacturer's recommendations.

**ANNUAL P.M. SERVICES:**

*NOTE: Annual PM Service Includes all Semi-Annual Services as well as the following service.*

11.0 - AIR INDUCTION AND EXHAUST SYSTEM

- 11.1 Air Filters – Inspect. Replace when required at an additional cost.
- 11.2 Turbocharger - Inspection of turbocharger for proper if the unit is put under a full load.

12.0 - COOLING SYSTEM

- 12.1 Coolant – Obtain coolant sample for laboratory analysis.
- 12.2 Radiator Cap - Check radiator cap pressure with pressure test group.
- 12.3 Radiator Cap - Check sealing gasket and neck sealing surfaces for signs of deterioration. Note condition.

13.0 - FUEL SYSTEM

- 13.1 Check and record fuel pressure if the unit is put under a full load.
- 13.2 Obtain a fuel sample for laboratory analysis and TBN checks where applicable.
- 13.3 Replace fuel filters

14.0 - LUBE OIL SYSTEM

- 14.1 Oil and Filters - Change crankcase oil and filters.
- 14.2 Take an oil sample for laboratory analysis.
- 14.3 Obtain laboratory analysis (included in Contractor's bid pricing) and share that information with the County.

15.0 - ENGINE STARTING SYSTEM

- 15.1 Magnetic Pickup (MPU) - Removal, inspection, and adjustment.
- 15.2 Make notation of MPU voltage when engine is running.

16.0 - GENERATOR MECHANICAL

- 16.1 Exciter – Check exciter clearance air gap (if accessible).

- 16.2 Conductors – Inspection of AC and DC conductors for insulation damage within the generator enclosure.
- 16.3 Generator Fan – Inspection of fan for broken blades and foreign debris.
- 16.4 Generator End Bearing – Lubricate the generator end bearing where applicable.

#### 17.0 - GENERATOR CONTROL PANEL

- 17.1 Circuit Breakers – Inspection of free movement of circuit breakers and tight connections; return unit to the closed position immediately after testing.
- 17.2 Control Panel – Vacuum / clean engine generator set control panel.
- 17.3 Connection Enclosure – Vacuum / clean engine generator set connection enclosure (medium voltage units).

### **GENERAL REQUIREMENTS:**

**IDENTIFICATION** - The County requires all Contractor and/or Subcontractor personnel working on County's premises to wear uniforms with company identification supplied by the respective employer. Contractor, Subcontractors and its employees immediately upon entering County property shall sign in the Contractor Log Book located at the Main Security Desk and shall sign out at the end of each work day.

**SYSTEM OF COMMUNICATION AND EMERGENCY NUMBERS** - Contractor shall provide and maintain for the duration of the project, a current list of emergency contact numbers for 24-hour emergency response. In case of emergency Contractor shall respond immediately upon notification. Contractor shall notify the County's Building Maintenance Manager or his designee of the emergency.

**PROTECTION OF PROPERTY** - During periods of storms or inclement weather Contractor shall provide supervisory inspections of the project during regular assigned hours to prevent or minimize possible damage from inclement weather. Contractor shall report any storm damage to the County's Building Maintenance Manager or his designee immediately.

**SUPERVISORY PERSONNEL** - Contractor shall supply adequate onsite supervision for the project. The supervisor shall communicate in English orally and in writing with the County's Building Maintenance Manager or his designee and shall be comprehensively familiar with these specifications.

**PROJECT INSPECTIONS** - Upon request of the County's Building Maintenance Manager or his designee Contractor or his representative shall walk the project to determine compliance with all codes and specifications listed. The County's Building Maintenance Manager or his designee shall provide a list of corrections to the Contractor. Contractor shall make all noted corrections prior to the next scheduled or requested inspection by County.

**LICENSING** - Contractor shall be licensed by the State of California in all categories necessary to perform work under this contract and in compliance with all state and local governmental agencies.

**CONSTRUCTION SCHEDULES** - The Contractor shall provide to the County's Building Maintenance Manager or his designee within five (5) days after receiving the "Notice to Proceed", a construction schedule in the format of a Gantt chart using the computer program format in Microsoft Project 4.0 for Windows. The Contractor shall also provide a compact disk of said chart at the time of submittal of proposed schedule. Any change in the construction schedule will require the Contractor to provide additional charts and disk copies of those changes to the County's Building Maintenance Manager or his designee within two (2) working days.

**PROJECT COMPLETION** - Contractor shall provide the County's Building Maintenance Manager or his designee, upon completion of the project, a final written report. This report must include, all project notes and corrections,

the equipment user's manual, manufacturer's warranty documents, specification sheets, parts diagrams, start up procedures, operational guidelines, maintenance schedules and procedures.

SITE				ENGINE					GENERATOR				
Facility Location	Location:	Gallons	Permit#	Size (BHP or BTU)	Manufacturer	Model	Serial	Fuel Type	Generator Manufacturer	Model	Serial	KW	KVA
200 E Hackett Rd Modesto, CA 95351	PSC West	320	N-1683-1-0	670 BHP	Caterpillar	3412	81Z11851	Diesel	Caterpillar	3412	81Z11851	569	455
	PSC West	320	N-1683-2-0	742 BHP	Caterpillar	3412	81Z15280	Diesel	Caterpillar	3412	81Z15280	625	500
	PSC West	350	N-1683-5-0	998 BHP	Caterpillar	C27	MJE01447	Diesel	Caterpillar	C27	MJE01447	812	650
	PSC Unit #2	1000	N-1683-6-0	755 BHP	Cummins	QSX15-G9	79389411	Diesel	Cummins	DFEG-A029V35	H090027782	350	437.5
	PSC East - small	595	N-1683	Unknown	John Deere	JD4045	PE40456274200D	Diesel	Kohler	100RE0ZJF	SGM32DVJS	100	Unknown
PSC East - big	5525	N-1683-7-0	1207 BHP	Mitsubishi	S12A2-Y2PTRU	28223 D	Diesel	Kohler	750RE0ZMD	SGM32DTBB	750	Unknown	
251 E Hackett Rd Modesto, CA 95351	CSA	775	N-1683-3-0	423 BHP	Detroit	250ROZD	334833	Diesel	Kohler	250ROZD71	334833	250	310
830 Scenic Dr. Modesto, CA 95350	HSA - small	5000	N-3827-3-0	270 BHP	Caterpillar	D336	055B01807	Diesel	Caterpillar	D-336TA	55B1807	200	250
	HSA - big	Shared	N-3827-7-0	617 BHP	John Deere	6135HFG84	SGM32FDJ7	Diesel	Kohler	6135HFG84AB	RG6135L031025	410	513
	Public Health	521	N-3827-5-0	198 BHP	Iveco	F4GE9685A*J	J602-01238809	Diesel	Generac	SD0100GG176.7D18HPYY	9134834	150	125
3705 Oakdale Rd. Modesto, CA 95357	SR 911	1685	N-4251-1-0	383 BHP	Caterpillar	3306	OJ3366	Diesel	Generac	14024270100	2114807	1000	1250
2215 Blue Gum Ave. Modesto, CA 95358	South of EQ Yard	500	N-4268-1-0	212 BHP	Perkins	1006TAG	E4563N/001	Diesel	Olympian	D125P1	E4563A/001	125	156.3
	EQ Yard	800	N-4268-2-0	227 BHP	Caterpillar	3306PC	45BH1316	Diesel	Caterpillar	3306	45BH1316	155	194
	South of EQ Yard	300	N-4268-3-0	207 BHP	Cummins/Onan	6CT8.3-G2	I010285579	Diesel	Cummins	DGEA-5001646	I010285579	125	156.3
	Commitment Center	750	N-4268-4-0	389 BHP	Iveco	F2CE9685A-E	0J2611	Diesel	Generac	14024560100	2114777	200	250
1000 I St. Modesto, CA 95354	Gallo Center for the Arts	500	N-5540-1-0	250 HP	John Deere	6068 HF 275J	PE6068H530802	Diesel	Kohler	150RE0ZJC	2085157	Unknown	Unknown
801 11th St. Modesto, CA 95354	801 11th St.	1000	N-9158-1-0	389 BHP	Generac	F2CE9685A-E	E002-043589	Diesel	Generac	SD0250GG178.7D18HPSY3	9865258	Unknown	Unknown
194 E Hackett Rd. Modesto, CA 95358	REAC	2644	N-9349-1-0	617 BHP	John Deere	6135HFG84	RG6135L032174	Diesel	Kohler	400RE0ZJB	SGM32JN4L	410	513
1115 H St. Modesto, CA 95354	Mens Jail	500	Unknown	207 BHP	Cummins	6CT0097	30413531	Diesel	Onan/Cummins	125DGEA 39295F	K900357142	125	156
921 Oakdale Rd. Modesto CA	Coroners	Unknown	N/A	Unknown	Cummins	GGHG-1505976	D150818197	CNG	Cummins	GGHG150576	D150818197	85	106.2

**\*\*SAMPLE\*\***

**\*\*COMPLETE & RETURN THIS PAGE\*\***

**FORM OF BID**

STANISLAUS COUNTY GSA PURCHASING DIVISION

BID NAME: GENERATOR MAINTENANCE AND REPAIR  
BID NO.: 18-06-BD

**BASE BID**

**BID ITEM 1: Maintenance and repair of County generators as defined within the Scope of Work**

COMPONENT	UNIT OF MEASURE	EST. QTY	Year 1	Year 2	Year 3	Year 4	Year 5	TOTALS
Labor	LUMP SUM	1	\$ WE DO NOT BREAK	\$ WE DO NOT BREAK OUT	\$ WE DO NOT BREAK OUT	\$ WE DO NOT BREAK OUT	\$ WE DO NOT BREAK OUT	\$ WE DO NOT BREAK OUT
Materials	LUMP SUM	1	\$ ↓	\$ ↓	\$ ↓	\$ ↓	\$ ↓	\$ ↓
Overhead & Profit	LUMP SUM	1	\$ ↓	\$ ↓	\$ ↓	\$ ↓	\$ ↓	\$ ↓
<b>TOTALS</b>	<b>LUMP SUM</b>	<b>1</b>	<b>\$2,309.78</b>	<b>\$2,309.78</b>	<b>\$2,309.78</b>	<b>\$2,309.78</b>	<b>\$2,309.78</b>	<b>\$261,898.90</b>
<b>TOTAL BASE BID:</b>								<b>\$ 261,898.90</b>

**ADDITIVE ALTERATE BID**

**BID ITEM 2: Maintenance and repair of Tenth Street Place generators only, as defined within the Scope of Work**

COMPONENT	UNIT OF MEASURE	EST. QTY	Year 1	Year 2	Year 3	Year 4	Year 5	TOTALS
Labor	LUMP SUM	1	\$ WE DO NOT BREAK OUT	\$ WE DO NOT BREAK OUT	\$ WE DO NOT BREAK OUT	\$ WE DO NOT BREAK OUT	\$ WE DO NOT BREAK OUT	\$ WE DO NOT BREAK OUT
Materials	LUMP SUM	1	\$ ↓	\$ ↓	\$ ↓	\$ ↓	\$ ↓	\$ ↓
Overhead & Profit	LUMP SUM	1	\$ ↓	\$ ↓	\$ ↓	\$ ↓	\$ ↓	\$ ↓
<b>TOTALS</b>	<b>LUMP SUM</b>	<b>1</b>	<b>\$2,958.84</b>	<b>\$2,958.84</b>	<b>\$2,958.84</b>	<b>\$2,958.84</b>	<b>\$2,958.84</b>	<b>\$14,794.20</b>
<b>TOTAL ADDITIVE ALTERNATE BID:</b>								<b>\$14,794.20</b>

**PROJECT TOTAL (BASE BID + ADDITIVE ALTERNATE):** **\$ 276,643.10**

## HOURLY RATES FOR REPAIRS

COMPONENT	Year 1	Year 2	Year 3	Year 4	Year 5
Repairs performed during normal business hours, outside the scope of regular scheduled maintenance as defined in the Scope of Work. All costs (travel, fuel, etc.) shall be included in this flat rate.	\$147.00	\$147.00	\$147.00	\$147.00	\$147.00
Repairs performed on an emergency basis outside of normal business hours (i.e., on evenings, weekends, and holidays) and outside the scope of regular scheduled maintenance as defined in the Scope of Work. All costs (travel, fuel, etc.) shall be included in this flat rate.	\$196.00	\$196.00	\$196.00	\$196.00	\$196.00

ALL cost incurred and billed to the County, including labor and materials (except as set forth in the Scope of Work), and overhead and profit shall be included within the costs submitted in the Pricing/Fee Schedule.

**Prompt Payment Discount**

Cash discount of 0 % for payment within 30 calendar days, which will be computed from the date delivery is made and accepted by the County, or the date a proper invoice is received, whichever is later. Discount offered with payment terms of less than (20) calendar days will not be considered for award purposes. If no discount is shown, then it shall be assumed that none is offered and that the terms are Net 30 days.

**Payment and Invoicing**

Payment for services rendered and accepted will be made on a monthly basis, in arrears, after receipt of a proper detailed invoice approved by County-authorized representative. All invoices must be submitted in duplicate to facilitate payment.

The undersigned Bidder has examined the site and all of the documents, plans, and specifications, and shall perform all work and provide all labor, equipment, and materials for the completion and operation of the project for which this bid is made, all as set forth in the specifications provided by County, at bid amounts as stated above. Within ten (10) calendar days from the date the Notice of Acceptance of Bid is issued, the undersigned Bidder further agrees to execute the Contract and furnish to Stanislaus County GSA Purchasing (Purchasing) satisfactory insurance and contract bonds guaranteeing the faithful performance of the work and General Conditions thereto.

The work shall be so scheduled that existing facilities shall not be disrupted, but shall remain in continuous operation on present schedules.

Prevailing Wage Required: Yes  No

(\*Note to Staff: Prevailing Wage is required for Public Works projects of one thousand dollars (\$1,000) or more, etc. If Prevailing Wage is required, mark "Yes" above. If Prevailing Wage is not required, mark "No" above). If Prevailing Wage is required the Contractor shall provide the following:

- a. Registered with DIR? Yes  No
- b. DIR Registration Number: 100009276 Contractor State License No.: 909519
- c. Email address: Jwilliams@bcew.com
- d. Is Prevailing Wage included in the quote: Yes  No
- e. Are you using subcontractor? Yes  No
- f. List subcontractor Names, License Numbers, and DIR Registration Numbers on a separate page.
- g. If Prevailing Wage is required, Contractor shall indicate on their quote that prevailing wage is included in the labor costs.

Name of Bidder: Bay City Equipment Industries, Inc dba Bay City Electric Works  
 Business Address: 322 Lindbergh Ave Livermore, Ca 94551 Telephone: 909-806-0138  
 City, State, Zip Code: Livermore, Ca. 94551  
 License #: 909519 License Expiration Date: 1/31/19  
 Classification: 423610 DIR Registration #: 100009276  
 Dated: 4/14/18 Fax: 866-891-9050 Email: Jwilliams@bcew.com  
 By: [Signature]  
 Name: Jeff Williams (Printed) Service Sales Manager (Title)  
 Note: If incorporated, President, Secretary or Treasurer should sign as such (if partnership, by all partners thereto).

## EXHIBIT B

### Insurance Required for Most Contracts

*(Not for Professional Services or Construction Contracts)*

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than Three Million Dollars (\$3,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation Insurance** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**Application of Excess Liability Coverage:** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Additional Insured Status**

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

***Reporting***

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

***Waiver of Subrogation***

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

***Acceptability of Insurers***

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

***Claims Made Policies***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.



2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

***Verification of Coverage***

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Insurance Limits***

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

\_\_\_\_\_ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

\_\_\_\_\_ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Jeff Williams Date: 7/19/18

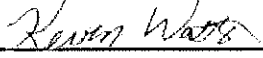
Signature:  Date: 7/19/18

Vendor Name: Bay City Equipment Industries dba Bay City Electric Works

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*For CEO-Risk Management Division use only*

Exception: N/A

Approved by CEO-Risk Management Division:  Date: 5/14/2018